

CONSULTING AGREEMENT

This confirms the agreement between Donald J. Trump for President (“we” or “us” or “our”) and AJ Delgado (“you” or “your”), effective September 1, 2016. We have agreed as follows:

1. Engagement. You have agreed to perform the services described on Exhibit A (the “Services”) during the period of your engagement.
2. Compensation and Reimbursement. During your engagement, you shall be compensated for your services at a rate of [REDACTED]. You must provide us a monthly invoice for services for payment according to our standard policies. As an independent contractor, you are responsible for overhead costs incurred in the regular course of business as an independent contractor. You will be reimbursed only for pre-approved, reasonable expenses actually incurred by you and necessary for you to provide Services. To be reimbursed, expenses must be pre-approved and submitted according to our standard reimbursement policies including providing original receipts or other acceptable documentation of expense. Any travel shall be reimbursed only at a coach or other discount rate.
3. Term. Our agreement shall continue through November 10, 2016 unless either party terminates the agreement earlier by giving ten (10) days written notice to the other party. In addition, we may end your engagement early and terminate this agreement immediately upon written notice, if you fail to, or are unable to, perform the Services properly, are dishonest or are arrested, or if Donald J. Trump (“DJT”) announces that he will not continue to run for the presidency of the United States of America (the “Presidency”), or if you breach the agreement with us relating to confidentiality, non-disparagement, non-competition, non-solicitation and protection of intellectual property that you are executing simultaneously with this agreement (the “Companion Agreement”) as a condition to our consent to enter into this agreement.
4. Non-coordination. You represent and agree that you are generally familiar with the federal laws and regulations governing improper “coordination” of political and issue communications and will abide by such laws and regulations, including, but not limited to, implementing any safeguards necessary for common vendors, if applicable.
5. Conflicts. You agree to disclose to us any actual or potential conflicts of interest.
6. Public Communications. In addition to your duties in the Companion Agreement, you agree not to communicate, directly or indirectly, with any member of the news media on behalf of, for, or about us or DJT without express authorization from the campaign manager or her designee. You agree not to disseminate any communications to the public about us or DJT—in whatever form they may be, whether written, electronic, or otherwise—without express authorization to do so from the campaign manager or her designee.
7. Compliance. You will comply with all federal, state, and local statutes, regulations, ordinances, and rules, as well as any of our policies and procedures relating, directly or indirectly, to your performance of Services. Without limiting the generality of the foregoing, you agree to comply with all laws pertaining to campaign finance and government ethics.

8. Independent Contractor. You are an independent contractor, not our employee, and not entitled to any health or other employee benefits from us, and we will not pay or withhold payroll or other federal, state, and/or local taxes, payroll taxes, unemployment insurance, worker's compensation or other similar personnel costs for you. As an independent contractor, you are not an agent of us and may not enter into any legally binding agreement, written or oral, or take any other legal act in our name without express permission to do so.

9. Disputes. This agreement will be governed by the law of New York State. Any disputes relating to this agreement may be resolved only in a federal or state court sitting in New York State and you hereby submit to the jurisdiction of such courts and IRREVOCABLY WAIVE YOUR RIGHT TO TRIAL BY JURY (i.e. you agree that a judge and not a jury will hear and decide the case).

10. Indemnification. You agree to indemnify, defend, and hold us harmless from any loss, liability, costs or damages arising from the negligence, gross negligence, intentional misconduct, or breach of this Agreement by you.

11. Modification. This agreement may only be changed by a writing signed by both you and us.

12. Assignment; Successor Organizations. You agree that, in the event we roll over operations into any successor organization, this Agreement shall be automatically assigned and be binding on and inure to the benefit of such successor organization and you for the duration of the term. This agreement is not otherwise assignable.


<p>Donald J. Trump For President</p> <p>By: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Notice Address:</p> <p>725 Fifth Avenue</p> <p>New York, New York 10022</p>	<p>AJ Delgado</p> <p>By:  _____</p> <p>Name: AJ Delgado</p> <p>SSN: 589704056</p> <p>Notice Address:</p> <p>1825 Ponce de Leon #79</p> <p>Coral Gables, FL 33134</p>
--	---

Exhibit A

Consulting Services

- ∞ Provide policy advice regarding various matters;
- ∞ Coordinate Spanish-language media efforts;
- ∞ Appear as a surrogate in the media;
- ∞ Advise regarding Hispanic outreach and assist with same; and
- ∞ Fully comply with, and discharge all campaign related obligations under any applicable laws, regulations, rules, decrees or executive or judicial orders now or hereafter in force relating to such activities.

Note: You must direct what will be done and how it will be done. We will only direct the desired result.